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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **Jeniffer Sattar, Adriana Aragon,**
11 **Jazmin Easler, and Shannon Rhoads,**
12 individually and all similarly situated
individuals,

13 Plaintiffs,

14 vs

15 **Amazon.com, Inc.,** a Delaware
corporation; **Amazon.com Services LLC,**
16 a Delaware limited liability company;
Amazon Logistics, Inc., a Delaware
corporation; and **Does 1-10,** inclusive,
17

18 Defendants.
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Case No. 5:23-cv-00086-MEMF-KK

[DISCOVERY MATTER]
STIPULATED PROTECTIVE ORDER
[NOTE CHANGES BY COURT]

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the Court to file material under seal.

14 **II. GOOD CAUSE STATEMENT**

15 A. This action is likely to involve trade secrets, proprietary training and
16 policy materials, and confidential employee information for which protection from
17 public disclosure and from use for any purpose other than prosecution of this action is
18 warranted. Such confidential and proprietary materials and information consist of,
19 among other things, confidential business or financial information, information
20 regarding confidential business practices, or other confidential research, development, or
21 commercial information (including information implicating privacy rights of third
22 parties), information otherwise generally unavailable to the public, or which may be

1 privileged or otherwise protected from disclosure under state or federal statutes, court
2 rules, case decisions, or common law. Accordingly, to expedite the flow of information,
3 to facilitate the prompt resolution of disputes over confidentiality of discovery materials,
4 to adequately protect information the parties are entitled to keep confidential, to ensure
5 that the parties are permitted reasonable necessary uses of such material in preparation
6 for and in the conduct of trial, to address their handling at the end of the litigation, and
7 serve the ends of justice, a protective order for such information is justified in this
8 matter. It is the intent of the parties that information will not be designated as
9 confidential for tactical reasons and that nothing be so designated without a good faith
10 belief that it has been maintained in a confidential, non-public manner, and there is good
11 cause why it should not be part of the public record of this case.

12 **III. DEFINITIONS**

13 A. Action: This pending federal lawsuit.

14 B. Challenging Party: A Party or Non-Party that challenges the designation
15 of information or items under this Order.

16 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).
22

1 E. Designating Party: A Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3 F. Disclosure or Discovery Material: All items or information, regardless of
4 the medium or manner in which it is generated, stored, or maintained (including, among
5 other things, testimony, transcripts, and tangible things), that are produced or generated
6 in disclosures or responses to discovery in this matter.

7 G. Expert: A person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
9 expert witness or as a consultant in this Action.

10 H. House Counsel: Attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 I. Non-Party: Any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 J. Outside Counsel of Record: Attorneys who are not employees of a party
16 to this Action but are retained to represent or advise a party to this Action and have
17 appeared in this Action on behalf of that party or are affiliated with a law firm which has
18 appeared on behalf of that party, and includes support staff.

19 K. Party: Any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).
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1 L. Producing Party: A Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 M. Professional Vendors: Persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 N. Protected Material: Any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 O. Receiving Party: A Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 **IV. SCOPE**

12 A. The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or extracted
14 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
15 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
16 their Counsel that might reveal Protected Material.

17 B. Any use of Protected Material at trial shall be governed by the orders of
18 the trial judge. This Order does not govern the use of Protected Material at trial.

19 **V. DURATION**

20 A. Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
22 in writing or a court order otherwise directs. Final disposition shall be deemed to be the

1 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
2 and (2) final judgment herein after the completion and exhaustion of all appeals,
3 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
4 any motions or applications for extension of time pursuant to applicable law.

5 **VI. DESIGNATING PROTECTED MATERIAL**

6 **A. Exercise of Restraint and Care in Designating Material for Protection**

7 1. Each Party or Non-Party that designates information or items for
8 protection under this Order must take care to limit any such designation to specific
9 material that qualifies under the appropriate standards. The Designating Party must
10 designate for protection only those parts of material, documents, items, or oral or written
11 communications that qualify so that other portions of the material, documents, items, or
12 communications for which protection is not warranted are not swept unjustifiably within
13 the ambit of this Order.

14 2. Mass, indiscriminate, or routinized designations are prohibited.
15 Designations that are shown to be clearly unjustified or that have been made for an
16 improper purpose (e.g., to unnecessarily encumber the case development process or to
17 impose unnecessary expenses and burdens on other parties) may expose the Designating
18 Party to sanctions.

19 3. If it comes to a Designating Party's attention that information or items that
20 it designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 **B. Manner and Timing of Designations**

1 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
2 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
3 qualifies for protection under this Order must be clearly so designated before the
4 material is disclosed or produced.

5 2. Designation in conformity with this Order requires the following:

6 a. For information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 b. A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which documents it would like copied and produced. During the inspection
16 and before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it
18 wants copied and produced, the Producing Party must determine which documents, or
19 portions thereof, qualify for protection under this Order. Then, before producing the
20 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
21 each page that contains Protected Material. If only a portion or portions of the material
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1 on a page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 c. For testimony given in depositions, that the Designating Party
4 identify the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony.

6 d. For information produced in form other than document and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior
8 of the container or containers in which the information is stored the legend
9 “CONFIDENTIAL.” If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall identify the protected
11 portion(s).

12 C. Inadvertent Failure to Designate

13 1. If timely corrected, an inadvertent failure to designate qualified
14 information or items does not, standing alone, waive the Designating Party’s right to
15 secure protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the material
17 is treated in accordance with the provisions of this Order.

18 D. Protected Health Information.

19 1. Additionally, certain Documents, Testimony, or Information produced in
20 the Proceeding may contain Protected Health Information (“PHI”) as defined by HIPAA
21 and the regulations promulgated thereunder at 45 CFR parts 160 and 164. Without
22 limiting the generality of the foregoing, “PHI” includes, but is not limited to, health

1 information, including demographic information, relating to either, (a) the past, present
2 or future physical or mental condition of an individual, (b) the provision of care to an
3 individual, or (c) the payment for care provided to an individual, which identifies the
4 individual or which reasonably could be expected to identify an individual. Pursuant to
5 45 C.F.R. § 164.512 and subject to the rules of procedure governing this Proceeding and
6 without prejudice to any Parties' objection except as otherwise provided herein, the
7 Parties are authorized to receive, subpoena, transmit, or disclose PHI relevant to the
8 claims at issue in this Proceeding, subject to all terms of this Order. All PHI disclosed
9 under this Order must be designated as "Confidential."

10 E. Specific Provisions Concerning Disclosure of PHI.

11 1. Upon receipt of any PHI disclosed between the Parties during the course of
12 this Proceeding, the Receiving Party shall take all reasonable measures necessary for
13 protecting the PHI from unauthorized disclosure as required under both state and federal
14 law including, but not limited to, 45 C.F.R. § 164.500, et seq., and any other relevant
15 state or federal law. Such measures may include filing PHI under seal and/or redacting
16 patient names, dates of birth, Social Security numbers, or other PHI from Documents,
17 Testimony, or Information prior to filing such Documents, Testimony, or Information.

18 2. The parties agree and confirm that they do not intend to publicly disclose
19 PHI even without Confidentiality Designations, and that they will treat any Document,
20 Testimony, or Information containing PHI as "Confidential," regardless of whether it
21 was so designated. Further, all Parties agree that any production of undesignated PHI
22 shall be deemed inadvertent without need of further showing and shall not constitute or

1 be deemed a waiver or forfeiture of the protections for such information in this
 2 Proceeding or in any other federal or state proceeding. This Section shall be interpreted
 3 to provide the maximum protection allowed for individual PHI. No Party will argue that
 4 the mere production of Documents, Testimony, or Information in this Proceeding is
 5 itself a waiver of such protections. In the event any party receives discovery material it
 6 reasonably believes includes PHI but which is not designated as “Confidential” it shall
 7 promptly notify the producing Party and all other Parties subject to this Order, and treat
 8 the material as though it were designated “Confidential.” All Parties subject to this
 9 Order shall continue to treat the material as though it were designated “Confidential” for
 10 a period of ten (10) days so as to allow the Producing party the opportunity to
 11 appropriately designate the material.

12 3. The entry of this Stipulation and Protective Order does not alter, waive,
 13 modify, or abridge any right, privilege or protection otherwise available to any Party
 14 with respect to the discovery of PHI, including but not limited to any Party’s right to
 15 object to the production of PHI subject to 42 C.F.R. Part 2.

16 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 **A. Timing of Challenges**

18 1. Any party or Non-Party may challenge a designation of confidentiality at
 19 any time that is consistent with the Court’s Scheduling Order.

20 **B. Meet and Confer**

21 1. The Challenging Party shall initiate the dispute resolution process under
 22 Local Rule 37.1 et seq. If the Parties cannot resolve a challenge without court

intervention, the Designating Party shall ~~serve the Designating Party's portion of a joint stipulation file and serve a motion to retain confidentiality~~ within 35 days of the initial notice of challenge or within 21 days of the Parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier, ~~and the Parties shall proceed under Local Rule 37-2~~. The Designating Party shall choose the earliest hearing date ~~permissible under Local Rule 37-3~~ that both Parties are available for the motion. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 35 days (or 21 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for

1 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
2 be disclosed only to the categories of persons and under the conditions described in this
3 Order. When the Action has been terminated, a Receiving Party must comply with the
4 provisions of Section XIV below.

5 2. Protected Material must be stored and maintained by a Receiving Party at
6 a location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 B. Disclosure of “CONFIDENTIAL” Information or Items

9 1. Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 a. The Receiving Party’s Outside Counsel of Record in this Action, as
13 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action;

15 b. The officers, directors, and employees (including House Counsel)
16 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 c. Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 d. The Court and its personnel;

21 e. Court reporters and their staff;

1 f. Professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A
4 hereto;

5 g. The author or recipient of a document containing the information or
6 a custodian or other person who otherwise possessed or knew the information;

7 h. During their depositions, witnesses, and attorneys for witnesses, in
8 the Action to whom disclosure is reasonably necessary provided: (i) the deposing party
9 requests that the witness sign the “Acknowledgment and Agreement to Be Bound,” and
10 (ii) they will not be permitted to keep any confidential information unless they sign the
11 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the
12 Designating Party or ordered by the Court. Pages of transcribed deposition testimony or
13 exhibits to depositions that reveal Protected Material may be separately bound by the
14 court reporter and may not be disclosed to anyone except as permitted under this
15 Stipulated Protective Order; and

16 i. Any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
19 **IN OTHER LITIGATION**

20 A. If a Party is served with a subpoena or a court order issued in other
21 litigation that compels disclosure of any information or items designated in this Action
22 as “CONFIDENTIAL,” that Party must:

1 1. Promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 2. Promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall include a
6 copy of this Stipulated Protective Order; and

7 3. Cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 B. If the Designating Party timely seeks a protective order, the Party served
10 with the subpoena or court order shall not produce any information designated in this
11 action as “CONFIDENTIAL” before a determination by the Court from which the
12 subpoena or order issued, unless the Party has obtained the Designating Party’s
13 permission. The Designating Party shall bear the burden and expense of seeking
14 protection in that court of its confidential material and nothing in these provisions should
15 be construed as authorizing or encouraging a Receiving Party in this Action to disobey a
16 lawful directive from another court.

17 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
18 **PRODUCED IN THIS LITIGATION**

19 A. The terms of this Order are applicable to information produced by a Non-
20 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
21 by Non-Parties in connection with this litigation is protected by the remedies and relief
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1 provided by this Order. Nothing in these provisions should be construed as prohibiting a
2 Non-Party from seeking additional protections.

3 B. In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is subject
5 to an agreement with the Non-Party not to produce the Non-Party's confidential
6 information, then the Party shall:

7 1. Promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a confidentiality agreement
9 with a Non-Party;

10 2. Promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 3. Make the information requested available for inspection by the
14 Non-Party, if requested.

15 C. If the Non-Party fails to seek a protective order from this court within 14
16 days of receiving the notice and accompanying information, the Receiving Party may
17 produce the Non-Party's confidential information responsive to the discovery request. If
18 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
19 information in its possession or control that is subject to the confidentiality agreement
20 with the Non-Party before a determination by the court. Absent a court order to the
21 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
22 court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. Pursuant to Fed. R. Evid. 502(d), a Party's inadvertent disclosure or production of any documents or information in this proceeding shall not, for the purposes of this proceeding or any other proceeding in any other court, constitute a waiver by that Party of the attorney-client privilege or work product protection as applicable to those documents.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1 1. By stipulating to the entry of this Protective Order, no Party waives
2 any right it otherwise would have to object to disclosing or producing any information or
3 item on any ground not addressed in this Stipulated Protective Order. Similarly, no
4 Party waives any right to object on any ground to use in evidence of any of the material
5 covered by this Protective Order.

6 C. Filing Protected Material

7 1. A Party that seeks to file under seal any Protected Material must
8 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
9 pursuant to a court order authorizing the sealing of the specific Protected Material at
10 issue. If a Party's request to file Protected Material under seal is denied by the Court,
11 then the Receiving Party may file the information in the public record unless otherwise
12 instructed by the Court.

13 **XIV. FINAL DISPOSITION**

14 A. After the final disposition of this Action, as defined in Section V, within
15 sixty (60) days of a written request by the Designating Party, each Receiving Party must
16 return all Protected Material to the Producing Party or destroy such material. As used in
17 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected Material.
19 Whether the Protected Material is returned or destroyed, the Receiving Party must
20 submit a written certification to the Producing Party (and, if not the same person or
21 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
22 where appropriate) all the Protected Material that was returned or destroyed and (2)

1 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
 2 summaries or any other format reproducing or capturing any of the Protected Material.
 3 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
 4 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
 5 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
 6 consultant and expert work product, even if such materials contain Protected Material.
 7 Any such archival copies that contain or constitute Protected Material remain subject to
 8 this Protective Order as set forth in Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
 10 measures including, without limitation, contempt proceedings and/or monetary
 11 sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 DATED: October 11, 2023

KING & SIEGEL LLP

15 By: /s/ Andrea Obando

Julian Burns King
 Elliot J. Siegel
 Margaret R. Wright
 Andrea Obando

17 Attorneys for Plaintiffs and the Putative
 18 Class

19 DATED: October 11, 2023

GREENBERG TRAURIG, LLP

20 By: /s/ Henry Stroud

Jason Burns
 Lindsay Hutner
 Samuel S. Hyde
 Henry Stroud

22 Attorneys for Defendants

1 AMAZON.COM, INC., AMAZON COM
2 SERVICES, LLC, and AMAZON
LOGISTICS, INC.

3 Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Henry Stroud, on
4 whose behalf this filing is jointly submitted, has concurred in this filing's content and has
5 authorized me to file this document.

6 /s/ Andrea Obando

7
8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

9
10 Dated: October 11, 2023

11 
12 HONORABLE KENLY KIYA KATO
13 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issue by
 the United States District Court for the Central District of California on [DATE] in the
 case of _____ [insert formal name of the case and the
 number and initials assigned to it by the Court]. I agree to comply with and to be bound
 by all the terms of this Stipulated Protective Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information or
 item that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number] as
 my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

1 Printed Name: _____

2 Signature: _____